

HOPKINS & SUTTER

(A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS)

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(248) 740-6602
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June 30, 1999

RECORDATION NO. 14726-A

FILED

JUL 2 '99

9-30AM

Secretary
Surface Transportation Board
Room 704
1925 K Street, NW
Washington, DC 20423-0001

Attention: Taledia M. Stokes

Dear Secretary:

Enclosed for recordation pursuant to statute and 49 CFR 1177 are two counterparts of a Supplemental Trust Indenture, dated as of May 1, 1989, and executed by Procor Limited, The Canada Trust Company and Montreal Trust Company of Canada.

Procor Limited and The Canada Trust Company entered into a Trust Indenture, dated as of June 26, 1985. As security for the payment of its obligations under the Trust Indenture, Procor Limited assigned to The Canada Trust Company all its rights and interest in a Lease of Railroad Equipment, dated as of June 26, 1985 and in the equipment subject to that lease.

The equipment securing the Trust Indenture payments and covered by the Lease are 23 SD 50F 3,600 hp locomotives, marked CN 5408 through CN 5430, both inclusive.

The Lease was recorded with the ICC on July 8, 1985 and assigned recordation number 14726.

The parties to the Lease are:

Secretary
June 30, 1999
Page 2

Lessor/
Assignor: Procor Limited

Lessee: Canadian National Railway Company

Assignee: The Canada Trust Company

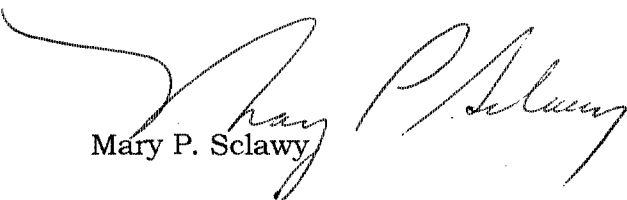
Succeeding
Assignee: Montreal Trust Company of Canada

Enclosed is our check in the amount of \$26.

Please accept the original counterpart of this document for filing under recordation number 14726, stamp the remaining counterpart and the enclosed copy of this transmittal letter with your recordation number and return them and the fee receipt to the undersigned at the following address:

Mary P. Sclawy
Hopkins & Sutter
2800 Livernois
Suite 220
Troy, MI 48083-1240

Sincerely,


Mary P. Sclawy

Enclosure

cc: John A.N. Lamont: Re CN File Reference 2042-65 (Lease)

RECORDATION NO.

FILED

JUL 2 '99

9-30AM

SUPPLEMENTAL TRUST INDENTURE

among

PROCOR LIMITED,

MONTREAL TRUST COMPANY OF CANADA

and

THE CANADA TRUST COMPANY

Providing for the resignation and
replacement of the Trustee

Dated as of May 1, 1989

THIS SUPPLEMENTAL TRUST INDENTURE

dated as of May 1, 1989 among Procor Limited,
Montreal Trust Company of Canada and The
Canada Trust Company.

WHEREAS, Procor Limited ("Company") and The Canada Trust Company as trustee ("CTC") entered into a Trust Indenture dated as of June 26, 1985 ("Original Trust Indenture" and, as supplemented by this Supplemental Trust Indenture, the "Trust Indenture");

WHEREAS, the Company as lessor and Canadian National Railway Company as lessee entered into a Lease of Railroad Equipment dated as of June 26, 1985 ("Lease") covering the twenty-three (23) SD50F 3,600 h.p. locomotives marked CN 5408 to CN 5430 inclusive ("Equipment");

WHEREAS, among other things, the Company assigned all its right, title and interest in the Lease and the Equipment to CTC as security for the performance of the Company's obligations under the Original Trust Indenture;

WHEREAS, the Lease and the Original Trust Indenture have been i) recorded with the Interstate Commerce Commission pursuant to section 11303 of Title 49 of the United States Code and assigned recordation numbers 14726 on July 8, 1985 at 3:30 P.M. and 14759 on August 1, 1985 at 2:45 P.M., respectively, and ii) deposited with the Registrar General of Canada pursuant to section 86 of the Railway Act of Canada on July 8, 1985 at 3:40 P.M. and July 31, 1985 at 11:05 A.M., respectively;

AND WHEREAS, the Company, CTC and Montreal Trust Company of Canada as trustee ("MTCC") entered into a Supplemental Trust Deed bearing formal date of May 1, 1989 ("Supplemental Trust Deed") attached hereto as Exhibit A.

NOW THEREFORE, for good and valuable consideration, the parties hereto agree that:

a) The recitals to the Supplemental Trust Deed, and Sections 1 (excluding the address specified in sub-Section 1.5), 2, 3 and 4 thereof, are hereby incorporated by reference into this Supplemental Trust Indenture and shall apply *mutatis mutandis* and, for

the purposes hereof, i) each and every reference in such recitals and Sections to 'Principal Trust Deed,' 'Trust Deed,' 'Deed(s)' and 'Supplemental Trust Deed' shall be replaced by Original Trust Indenture, Trust Indenture, Indenture(s) and Supplemental Trust Indenture, respectively, and ii) such Sections shall have been effective as of May 1, 1989 including, for greater certainty, the resignation and succession contemplated in sub-Sections 1.1 and 1.3;

b) MTCC as successor trustee under the Trust Indenture hereby represents that it is a trust company having the capacity and power to administer the trusts under the Trust Indenture, has an office in the City of Toronto and is qualified to carry on business as a trust company in each of the provinces and territories of Canada;

c) The delivery and mailing address of the Trustee in accordance with Section 1.5 shall be the following:

Montreal Trust Company of Canada
Corporate Trust Services
151 Front Street, Suite 605
Toronto, Ontario M5J 2N1

Attention: Manager
Facsimile: (416) 981-9777; and

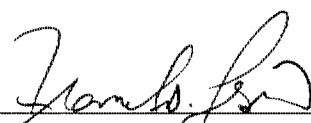
d) The Company will i) record this Supplemental Trust Indenture with the Surface Transportation Board (successor to the Interstate Commerce Commission) pursuant to section 11301 of Title 49 of the United States Code, as amended by the ICC Termination Act of 1995, and ii) deposit this Supplemental Trust Indenture pursuant to section 105 of the Canada Transportation Act, to show for the public record the succession of MTCC to CTC, and to afford the parties hereto the benefits of said statutes.

e) This Supplemental Trust Indenture may be executed in any number of counterparts and by the different parties hereto on separate counterparts, all of which together shall constitute a single agreement.

[Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Supplemental Trust Indenture to be executed by their officers thereunto duly authorized, as of the day and year first above written.

PROCOR LIMITED,

By: 
Its: President

THE CANADA TRUST COMPANY,

By: _____
Its: _____

By: _____
Its: _____

**MONTREAL TRUST COMPANY
OF CANADA,**

By: _____
Its: _____

By: _____
Its: _____

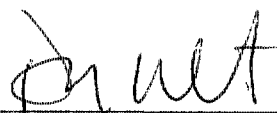
IN WITNESS WHEREOF, the parties have caused this Supplemental Trust Indenture to be executed by their officers thereunto duly authorized, as of the day and year first above written.

PROCOR LIMITED,

By: _____
Its: _____

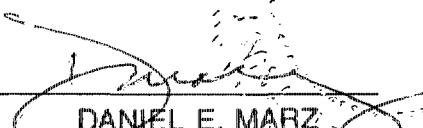
THE CANADA TRUST COMPANY,

By: 
Its: **PEGGY CORSON**
MANAGER, SECURITIES SERVICES

By: 
Its: **Deon West**
Manager Securities Services

**MONTREAL TRUST COMPANY
OF CANADA,**

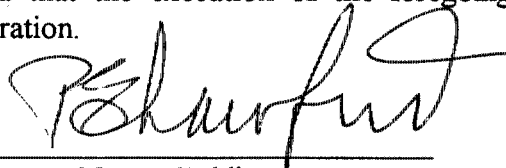
By: 
Its: **ROBERT MCKENZIE**
CORPORATE TRUST OFFICER

By: 
Its: **DANIEL E. MARZ**
SENIOR CORPORATE TRUST OFFICER

PROVINCE OF ONTARIO)
) ss:
CITY OF TORONTO)

*In the matter of a Supplemental Trust
Indenture dated as of May 1, 1989.*

On this 1st day of June, 1999, before me personally appeared Frank D. Lester, to me personally known, who, being by me duly sworn, says that he / ~~she~~ is the President of **Procor Limited**, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he / ~~she~~ acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

My commission expires: N/A

[Notarial Seal]

PROVINCE OF ONTARIO)
) ss:
CITY OF TORONTO)

*In the matter of a Supplemental Trust
Indenture dated as of May 1, 1989.*

On this _____ day of June, 1999, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he / she is _____ of **The Canada Trust Company**, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he / she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My commission expires: _____

[Notarial Seal]

PROVINCE OF ONTARIO)
) ss:
CITY OF TORONTO)

*In the matter of a Supplemental Trust
Indenture dated as of May 1, 1989.*

On this _____ day of June, 1999, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he / she is _____ of **Procor Limited**, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he / she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My commission expires: _____

[Notarial Seal]

PROVINCE OF ONTARIO)
) ss:
CITY OF TORONTO)

*In the matter of a Supplemental Trust
Indenture dated as of May 1, 1989.*

On this 11th day of June, 1999, before me personally appeared PEGGY CORSON, to me personally known, who, being by me duly sworn, says that ~~he~~ she is A SIGNING OFFICER of **The Canada Trust Company**, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he / she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My commission expires: _____


[Notarial Seal]

Al-Karim Nanji, Notary Public,
City of Toronto, limited to the attestation
of instruments and the taking of affidavits,
for The Canada Trust Company.
Expires December 14, 2000.

PROVINCE OF ONTARIO)
) ss:
CITY OF TORONTO)

*In the matter of a Supplemental Trust
Indenture dated as of May 1, 1989.*

On this 16th day of June, 1999, before me personally appeared Robert McKenzie, to me personally known, who, being by me duly sworn, says that he ~~is~~ is a Corporate Trust Officer of **Montreal Trust Company of Canada**, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he ~~is~~ acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

My commission expires: _____

[Notarial Seal]

Exhibit A to Supplemental Trust Indenture

SUPPLEMENTAL TRUST DEED

Between

PROCOR LIMITED

and

**MONTREAL TRUST COMPANY OF CANADA
COMPAGNIE MONTREAL TRUST DU CANADA**

and

**THE CANADA TRUST COMPANY
LA SOCIETE CANADA TRUST**

**Providing for the resignation and
replacement of the Trustee**

Bearing formal date of May 1, 1989

THIS SUPPLEMENTAL TRUST DEED executed at the City of
Toronto in the Province of Ontario this day of April, 1989.

BETWEEN:

PROCOR LIMITED
(hereinafter called the "Company", a
company duly incorporated under the
laws of Canada, having its registered
office in the Town of Oakville, in the
Province of Ontario.

PARTY OF THE FIRST PART

AND:

MONTREAL TRUST COMPANY OF CANADA-
COMPAGNIE MONTREAL TRUST DU CANADA, a
company duly incorporated as a trust
company, having its head office in the
City of Montreal (hereinafter referred
to as "MTCC")

PARTY OF THE SECOND PART

AND:

THE CANADA TRUST COMPANY - LA SOCIETE
CANADA TRUST, a company duly
incorporated under the laws of Canada,
having its head office in the City of
London, in the Province of Ontario
(hereinafter referred to as "CTC")

PARTY OF THE THIRD PART

WHEREAS by Trust Deed (hereinafter referred to as the
"Principal Trust Deed"), bearing formal date of June 26, 1985
and executed by the Company in favour of CTC, (formerly CANADA
PERMANENT TRUST COMPANY) as trustee, provision was made for the
issue by the Company from time to time under the Principal Trust
Deed and under any Deeds which might thereafter be executed in
supplement thereof (which Principal Trust Deed and any and all
Deeds supplemental thereto are herein sometimes collectively

referred to as the "Trust Deed") of securities of the Company in the aggregate principal amount of \$32,000,000.00 subject to the terms and conditions contained in the Trust Deed.

AND WHEREAS by agreement between MTCC and CTC and subject to acceptance by the Company, CTC has agreed to transfer to MTCC the appointment as trustee under the Trust Deed.

AND WHEREAS to give effect to the foregoing CTC desires, in accordance with the provisions of Section 13.1 of the Principal Trust Deed, to resign as Trustee under the Trust Deed and to be discharged from the trusts thereof and the Company is prepared to accept such resignation and appoint MTCC as the successor Trustee and MTCC is willing to accept such appointment and represents that it has the qualifications for a new Trustee required by Section 13.1 of the Principal Trust Deed.

AND WHEREAS the parties wish to execute ~~this~~ Supplemental Trust Deed for the purpose of providing for the resignation of CTC as Trustee and for its replacement by MTCC.

NOW THEREFORE, these presents witness that the parties hereto have agreed and do hereby agree together as follows:

SECTION 1

Resignation and Replacement of Trustee

1.1 Pursuant to Section 13.1 of the Principal Trust Deed, CTC hereby resigns as Trustee under the Trust Deed and is hereby discharged from the trusts of the Trust Deed, such resignation to become effective concurrently with the execution of this Supplemental Trust Deed by all the parties hereto.

1.2 The Company hereby appoints MTCC as successor Trustee under the Trust Deed in the place and stead of CTC and with like effect as if originally named as Trustee under the Trust Deed, such appointment to become effective concurrently with the execution of this Supplemental Trust Deed by all the parties hereto and MTCC hereby accepts such appointment.

1.3 CTC hereby assigns and transfers to MTCC, upon the trusts expressed in the Trust Deed, all the rights, powers and trusts of CTC under the Trust Deed and hereby assigns, transfers and delivers all property and money held by it thereunder to MTCC as successor Trustee and MTCC hereby accepts such assignment, transfer and delivery, the whole to become effective concurrently with the execution of this Supplemental Trust Deed by all the parties hereto.

1.4 The parties hereto agree to sign, execute and deliver all such documents and instruments and do such other acts as may be necessary or advisable to give effect to the assignment, transfer and delivery referred to in Section 1.3 hereof.

1.5 Any notice to the Trustee under the provisions of the Trust Deed shall be made in accordance with the provisions of Section 23.2 of the Principal Trust Deed except that the delivery address and the mailing address of the Trustee shall be the following:

Montreal Trust Company of Canada
Corporate Trust Department
9th Floor
15 King Street West
Toronto, Ontario
M5H 1B4
Attention: Manager
Corporate Trust Department

and the number for telecopy shall be (416) 860-5995.

SECTION 2

Declaration and Interpretative Provisions

2.1 This Deed is declared to be supplemental to the Principal Trust Deed and is to form part of and shall have the same effect as though incorporated in the Principal Trust Deed.

The Principal Trust Deed is a part of these presents and is, by this reference, included herein with the same effect as though at length set forth herein. In these presents, unless there is something in the subject or context inconsistent therewith the expressions herein used shall have the same meaning as corresponding expressions used in the Trust Deed and all the provisions of the Trust Deed, except only so far as may be inconsistent with the express provisions of these presents, shall apply to and have effect in connection with this Deed.

SECTION 3

Acceptance of Trust

3.1 MTCC as successor Trustee hereby accepts the trusts in the Trust Deed declared and provided and agrees to perform the same upon the terms and conditions herein and in the Trust Deed set forth.

SECTION 4

Formal Date

4.1 For the purpose of convenience, this Deed may be referred to as bearing formal date of May 1, 1989, irrespective of the actual date of the execution hereof.

SECTION 5

Registration Costs

5.1 MTCC agrees to contribute up to \$3,500.00 towards the costs incurred by Procor in completing and registering this Supplemental Trust Deed in all appropriate jurisdictions.

IN WITNESS WHEREOF the parties hereto have executed this Deed.

Signed, Sealed and Delivered
in the presence of:

(Seal)

PROCOR LIMITED

Per: 

(Seal)

MONTREAL TRUST COMPANY OF
CANADA - COMPAGNIE MONTREAL
TRUST DU CANADA

Per: 

(Seal)

THE CANADA TRUST COMPANY -
LA SOCIETE CANADA TRUST

Per: 


APPROVED AS TO
FORM AND CONTENT 